Judge Marc L. Barreca
Hearing Location: Room 7106
700 Stewart St., Seattle, WA 98101
Hearing date: August 30, 2013
Hearing time: 9:30 a.m.
**Response due**: August 23, 2013

UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

| | | |
|---|---|---|
| IN RE: | ) | CHAPTER 7 |
| | ) | CASE NO. 10-19817 |
| ADAM GROSSMAN, | ) | |
| | ) | TRUSTEE'S MOTION FOR ORDER CONFIRM- |
| | ) | ING THAT REAL PROPERTY IS PROPERTY OF |
| | ) | THE ESTATE; AND NOTICE OF HEARING |
| Debtor. | ) | |
| | ) | |

TO: Creditors, Parties-in-Interest and the Clerk of the Court

## I. NOTICE

PLEASE TAKE NOTICE that the below motion shall be heard on **Friday, August 30, 2013 at 9:30 a.m. before Judge Marc L. Barreca at the U.S. Bankruptcy Court, U.S. Courthouse, Room 7106, 700 Stewart Avenue, Seattle, Washington 98101**. The Clerk is requested to note the motion on the docket for that date and time.

PLEASE TAKE FURTHER NOTICE that, in accordance with local rules, any responses or objections to the below motion must be made in writing and the original filed with the US Bankruptcy Court, in Room 6301, US Courthouse, 700 Stewart Street, Seattle, Washington 98101, one copy served upon Judge Barreca via the Court's electronic case filing ("ECF") system or via the Clerk's Office, and one copy served upon the undersigned **no later than the "Response due" date shown in the upper**

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**right hand corner of this pleading**. If responses or objections are not timely filed, the Court may strike the hearing and enter an order granting the relief requested.

## II. MOTION

COMES NOW Ronald G. Brown, the trustee in the above entitled case, and moves the Court for an order as follows: (a) confirming that the real property located at 868 Montcrest Drive, Redding, California (the "Montcrest Property") is property of the estate; (b) amending the May 16, 2011 order authorizing the Trustee's employment of Rob Middleton and the House of Realty, Inc. (Docket No. 163) to include the Montcrest Property among the property for which the Trustee may employ Mr. Middleton as his real estate agent; and (c) authorizing the Trustee to execute any agreements, instruments or any other documents which he deems, in his sole discretion, necessary to carry out the requested order.

### A. Relevant Background

The relevant history and background, on a chronological basis, related to this motion may be summarized as follows:

The present case was commenced under Chapter 11 on August 19, 2010. At the time of filing, the Debtor and his then spouse, Jill Borodin, were engaged in dissolution proceedings in King County Superior Court (Cause No. 09-3-02955-9-SEA, hereinafter, the "Dissolution Action""). On October 22, 2010, Ms. Borodin filed a motion for appointment of a Chapter 11 trustee [Docket No. 32]. In the motion, Ms. Borodin stated that a trustee needed to be appointed for, among other reasons, the following: (a) "With hundreds of thousands of dollars at stake, and the possibility of recovering large sums as fraudulently and/or preferentially transferred, the cost of appointing a trustee in this case is well-justified." [Docket No. 32 at page 9, lines 2 - 8]; and (b) "[D]ue to the tremendous interest of the creditors of the estate to recover substantial sums as fraudulent and/or preferential transfers, it is in the best interests of creditors that the Debtor remain under the Bankruptcy Court's supervision in a Chapter

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11." [*Id.* at 10, lines 1 - 8.][1]

Ms. Borodin filed an ex parte motion on November 9, 2010 requesting confirmation that the automatic stay was not in effect pursuant to §362(c)(4) (due to two Chapter 11 case filings of the Debtor within the year prior to filing the present case). On November 12, 2010, the Court entered an order on Ms. Borodin's ex parte motion wherein it held that "The automatic stay under 11 U.S.C. §362(a) is not in effect." Docket No. 61.

A divorce decree was entered in the Dissolution Action on December 14, 2010 (the, "Decree"). A copy of the relevant excerpts of the Decree is attached as Exhibit A to the Declaration of Trustee's Attorney in Support of Motion for Order Confirming That Real Property Is Property of the Estate (hereinafter, the "Declaration", a copy of which is on file with the Court and available via ECF). The Decree characterized and divided the marital property. The Decree recognized that the Montcrest Property was community property and awarded it to Ms. Borodin. The Decree further provided for the Debtor to transfer the Montcrest Property to Ms. Borodin and if he did not, for a third party to be appointed under CR 70 to make the transfer.

The Bankruptcy Court granted Ms. Borodin's motion for appointment of a trustee on December 22, 2010. Ronald G. Brown was thereafter appointed trustee.

Post-bankruptcy, the Debtor transferred his interest in the Montcrest Property and various other pieces of real property without Court authorization (hereinafter collectively the, "Transfers"). The Trustee commenced an adversary proceeding to avoid the Transfers (Adversary Proceeding # 11-01954 which is hereinafter called, the "Adversary Action").[2] The Court subsequently entered a series of

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[1] In her motion for appointment of a trustee, Ms. Borodin acknowledged that among the potential claims a trustee would pursue is avoidance of post-bankruptcy transfers. *See,* Docket No. 32 at 6, lines 29 - 43 and at 7, lines 1-3.

[2] The Adversary Action was commenced after the date of entry of the order, upon the Trustee's motion, converting the case to Chapter 7 (March 11, 2011). Ronald G. Brown was appointed as the Chapter 7 trustee.

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default orders and default judgments avoiding the Transfers. Docket Nos. 30, 82 and 123.[3] In the Findings of Fact Conclusion of Law and Default Judgment [Docket No. 30], the Court ordered, among other things, that the Montcrest Property together with the other real property subject to the Action "is quieted in the name of the trustee" as against defendant, Keywest Financial LLC.

The Trustee and Ms. Borodin negotiated a settlement, subject to Court approval, regarding the disposition of the Montcrest Property. The main terms of that settlement may be summarized as follows: The parties would stipulate that the Montcrest Property is property of the estate for purposes of the settlement and the Adversary Action. The Trustee would sell the property and obtain any further necessary orders to avoid and wipe out all post-petition liens relating thereto. The net proceeds of sale would be used to pay the legal fees related to the Trustee's avoidance of liens and sale of the property. The balance of the net proceeds would be paid to Ms. Borodin except to the extent of $10,000 which would be applied to pay any community property claims Ms. Borodin was ordered to pay in the Dissolution Action.[4] After notice and hearing, the Court denied the motion to approve the settlement. The Trustee subsequently pursued negotiations with Ms. Borodin regarding a revised settlement which were unsuccessful. Since negotiations broke down, the Trustee has further researched the status of the Montcrest Property and concluded that it more than likely is property of the estate.[5] Accordingly, he seeks an order confirming that the Montcrest Property is property of estate so that he can move forward with liquidating it (the last known asset of the estate) and close the case.

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[3] The Court entered a default judgment in the Action avoiding the transfer of the Montcrest Property against Defendant, Evergreen Home Mortgage Services, Inc. Docket No. 123. In addition, the Court entered an order of default as to the only other known party claiming any title to the Montcrest Property, the 868 Montcrest Drive Family Trust.

[4] As of the time of the settlement, there did not appear to be any claims filed in the bankruptcy that fail within that category.

[5] This represents a change in the Trustee's understanding and position. In prior pleadings, the Trustee indicated his understanding that the Montcrest Property was not property of the bankruptcy estate but, notwithstanding same, the equity in the property had to be used to pay the community claims of the bankruptcy estate.

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Rob Middleton has served as the Trustee's real estate agent pursuant to order entered on May 16, 2011 [Docket No. 163, hereinafter the "May 16th Order"]. With Mr. Middleton's assistance, upon Court authorization, the Trustee sold two properties located in Redding. Based upon informal consultations with Mr. Middleton, the Trustee believes that the Montcrest Property has a value of about $205,000. The Trustee has reviewed a title report for the Montcrest Property. It shows that the it ostensibly the property is titled in the name of Terrington Davies Capital Management, LLC ("Terrington") and that the only encumbrance against the Property, taking into account the avoidance of Transfers described above, is a purported post-bankruptcy deed of trust for the benefit of Ptarmigan Real Estate Fund LLC ("Ptarmigan) for $18,000. Terrington and Ptarmigan are entities used by the Debtor to, among other things, carryout the transfer of the Debtor's interest in the Montcrest Property on an unauthorized basis. Both entities are solely owned by the Debtor. If the Court grants the present motion, the Trustee will employ Mr. Middleton as his real estate agent to sell the Montcrest Property on the same terms proposed in the motion upon which the May 16th Order was entered (providing for a commission of 6% of the gross sale price). A copy of Mr. Middleton's proposed listing agreement is attached to the Declaration as Exhibit B.[6]

B. Analysis

Under well established bankruptcy law as of the date of bankruptcy filing, any separate property of Mr. Grossman as well as any property of the Grossman/Borodin marital community became property of the bankruptcy estate. 11 USC §541(a). Thus among other real property, the Montcrest property, which was indisputably property of the marital community (a fact confirmed by the Decree), became property of the bankruptcy estate on the date of filing. The Decree was entered after the bankruptcy but

[6] The copy of the agreement attached as Exhibit B is in substantially the form expected which the Trustee expects to execute. The Trustee, however, reserves all rights to revise the agreement to the extent he deems it necessary and appropriate to comply with applicable bankruptcy law.

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before any trustee was appointed. There is nothing of which the Trustee is aware in the Decree or order confirming that the stay was not in effect that stripped title to the Montcrest Property from the bankruptcy estate. A Bankruptcy Court's order granting relief from the stay is strictly construed. *See, In re Wardrobe*, 559 F.3d 932, 935 (9th Cir. 2009). In any event, Bankruptcy Courts have original and exclusive jurisdiction over property of a bankruptcy estate. 28 U.S.C. §§1334(a) and 1334 (e). *See, In re William N. Simon*, 153 F.3d 991 (9th Cir.1998). The Superior Court thus did not have jurisdiction, notwithstanding that the stay was not in effect, to enter an order removing the Montcrest Property from the bankruptcy estate. Furthermore, neither Ms. Borodin nor any third party have the power to transfer title of the Montcrest Property. Only the Trustee has the power subject to his avoidance of the Debtor's unauthorized post-bankruptcy transfer thereof.[7]

The Montcrest Property is thus property of the bankruptcy estate and the Trustee is entitled to entry of an ordering confirming same.

Any party who desires any further information regarding this motion, should contact the undersigned.

Conclusion

Therefore, the Trustee requests that the Court enter an order granting this motion.

DATED this 15th day of July, 2013

KRIEGMAN LAW OFFICE, PLLC

/s/ Bruce P. Kriegman

Bruce P. Kriegman, WSBA #14228
Attorney for Trustee

[7] The State Court lacks the power to effectuate any different outcome since it has no authority over the bankruptcy estate or the Trustee.

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UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

| | | |
|---|---|---|
| IN RE:<br><br>ADAM GROSSMAN,<br><br><br><br>Debtor. | )<br>)<br>)<br>)<br>)<br>)<br>)<br>) | CHAPTER 7<br>CASE NO. 10-19817<br><br>DECLARATION OF TRUSTEE'S ATTORNEY IN SUPPORT OF MOTION FOR ORDER CONFIRMING THAT REAL PROPERTY IS PROPERTY OF THE ESTATE |

I, Bruce P. Kriegman, declare under penalty of perjury under the laws of the United States of America that the following is true and correct to the best of my knowledge:

1. I am over the age of 18 years old and make this declaration based upon personal knowledge.

2. I am serving as attorney for Ronald G. Brown, the Trustee, in the above-entitled case and submit this declaration in support of the Trustee's Motion for Order Confirming That Real Property is Property of the Estate (the, "Motion").

3. Attached hereto as Exhibit A is a copy of relevant excerpts of the Decree of Dissolution referenced in the Motion which was entered in the dissolution proceedings between the Debtor and Jill Borodin in King County Superior Court Cause No. 09-3-02955-9-SEA 4.

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4. Attached hereto as Exhibit B is a copy of the proposed listing agreement for the real property located at 868 Montcrest Drive, Redding, California (aka the, “Montcrest Property”) from Redding real estate agent, Rob Middleton,.

/s/ Bruce P. Kriegman
Bruce P. Kriegman

July 15, 2013 / Seattle, WA
Date/Place

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EXHIBIT A

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

| | |
|---|---|
| In re the Marriage of:<br><br>JILL IRINA BORODIN,<br><br>Petitioner,<br><br>and<br><br>ADAM REED GROSSMAN,<br><br>Respondent. | NO. 09-3-02955-9 SEA<br><br>**DECREE OF DISSOLUTION (Marriage)**<br><br>**[X] CLERK'S ACTION REQUIRED**<br>**[X] LAW ENFORCEMENT NOTIFICATION, ¶ 3.10 BELOW** |

## I. JUDGMENT/ORDER SUMMARIES

### 1.1 RESTRAINING ORDER SUMMARY.

Restraining Order Summary is set forth below:

| | |
|---|---|
| Name of person(s) restrained: | ADAM R. GROSSMAN |
| Name of person(s) protected: | JILL I. BORODIN |
| | |
| See paragraph 3.10 | |
| | |

***Violation of a Restraining Order in Paragraph 3.10 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.***

ORIGINAL

## 1.2 REAL PROPERTY JUDGMENT SUMMARY.

Real Property Judgment Summary is set forth below:

| Assessor's property tax parcel number: 020850-0100-8 (Washington home) |
|---|

## 1.3 MONEY JUDGMENT SUMMARY.

| | | |
|---|---|---|
| A. | Judgment Creditor | Jill I. Borodin |
| B. | Judgment Debtor | Adam Reed Grossman |
| C. | Principal Judgment Amount (Property Settlement) | ~~$56,405~~ [illegible] TBD |
| D. | Interest to date of Judgment | N/A |
| E. | Attorney's Fees | |
| F. | Costs | N/A |
| G. | Other Recovery Amount: | |
| H. | Principal judgment shall bear interest at 12% per annum. | |
| I. | Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum. | |
| J. | Attorney for Judgment Creditor | Karma L. Zaike |
| K. | Attorney for Judgment Debtor | Emily J. Tsai |

KB (KB)

***END OF SUMMARIES***

## II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

## III. DECREE

IT IS ***DECREED*** that:

## 3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is hereby dissolved. Further references to the "Wife" shall be synonymous with the Petitioner, JILL I. BORODIN. Further references to the "Husband" shall be synonymous with the Respondent, ADAM R. GROSSMAN.

## 3.2 REAL PROPERTY.

3.2.1 6821 39$^{th}$ Avenue NE, Seattle, Washington. The court finds that this property is community property. This property was purchased by the parties during their marriage. The court acknowledges that the husband signed a Quit Claim deed to the home in June, 2005. **Exhibit 55.** However, first and second mortgages on the home (Exhibits 29 and 30 respectively) were arranged by the husband, held only in the Wife's name, and the loan proceeds of $101,617 were taken from the equity of the home and transferred to husband's businesses. (Exhibits 3, pg. 30, 349, 351, Tab F). The only testimony as to the value of the home was presented by the Wife to be $480,000. There was no dispute that there were two mortgages which totaled over $600,000 leaving negative equity of $120,000, which is a community debt.

This property is awarded to the Wife as her sole and separate property, free and clear of any interest in the Husband. The Wife shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Husband harmless and indemnify him from any liability thereon.

3.2.2 868 Montcrest Drive, Redding, CA. **Exhibit 351, Tab E, p. 31** The court finds that this property was purchased with community funds and is community property. This property is awarded to the wife.

The husband shall immediately sign all documents necessary to effectuate a prompt transfer of this property to the wife. If the Husband refuses to cooperate with immediate transfer of the property to the Wife, then attorney Krystina Larch or Margaret Doyle Fitzpatrick are appointed pursuant to CR 70 as a Commissioner in Fact to sign any necessary documents in the husband's stead.

The husband shall have the affirmative duty to disclose all aspects of ownership of the property to the wife and he shall further cooperate in signing any documents necessary to transfer the home to the Wife. The husband shall report the sale on his tax return and he shall bear any tax consequences of the sale.

3.2.3 20710 Glennview Drive, Cottonwood, CA. The court finds that this property was purchased during the marriage and is community property. This property is awarded to the husband.

authorized and directed to accept the Decree or a properly certified copy thereof in lieu of the document regularly required for the conveyance or transfer.

3.17.7 **Protective order for wife's confidential health care records**. Testimony revealed that the husband had obtained confidential health care records belonging to the Wife associated with marital therapy. Mr. Grossman is ordered to immediately turn over all copies in his possession to Rabbi Borodin's attorney any documents in his possession or over which he has control related to marital counseling or any other medical or mental health record. Mr. Grossman shall destroy and confirm in a sworn statement to Rabbi Borodin that he has destroyed all electronic versions of any health care records. The making of additional copies shall be prohibited, in any format or means, including digitization, scanning, Xeroxing, photographing, etc., except as stated above.

DATED: 12/14/10

JUDGE MARIANE SPEARMAN

Petitioner or Petitioner's Attorney:
A signature below is actual notice of this order.
[X] Presented by:

MICHAEL W. BUGNI & ASSOC., PLLC

KARMA L. ZAIKE, WSBA#31037
Attorney for Petitioner/Wife
Date: 12/14/2010

JILL L. BORODIN,
Petitioner/Wife
Date: Dec 14, 2010

Respondent or Respondent's Attorney:
A signature below is actual notice of this order.
[X] Approved for Entry:
[X] Notice for presentation waived:

I have not read this.

EMILY J. TSAI, WSBA #21180
Attorney for Respondent/Husband
Date: 12/14/10

ADAM R. GROSSMAN,
Respondent/Husband
Date: 14 Dec 2010

EXHIBIT B

CALIFORNIA ASSOCIATION OF REALTORS®

# RESIDENTIAL LISTING AGREEMENT

**(Exclusive Authorization and Right to Sell)**
(C.A.R. Form RLA, Revised 11/11)

1. **EXCLUSIVE RIGHT TO SELL:** *R.G. Brown Bankruptcy Trustee.* ("Seller") hereby employs and grants *House of Realty, Inc.* ("Broker") beginning (date) *June 25, 2013* and ending at 11:59 P.M. on (date) *September 30, 2013* ("Listing Period") the exclusive and irrevocable right to sell or exchange the real property in the City of *Redding*, County of *Shasta*, Assessor's Parcel No. *117-460-074*, California, described as: *868 Montcest Drive* ("Property").

2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.
**ADDITIONAL ITEMS EXCLUDED:** *none*
**ADDITIONAL ITEMS INCLUDED:** *none*
Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

3. **LISTING PRICE AND TERMS:**
   A. The listing price shall be: *Two Hundred Twenty-Five Thousand* Dollars ($ *225,000.00* ).
   B. Additional Terms: *all offers are "as-is" subject to Bankruptcy Court approval and any overbids.*

4. **COMPENSATION TO BROKER:**
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).**
   A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either ☒ *6.000* percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or ☐ $ ________, AND ________, as follows:
      (1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a buyer(s) who offers to purchase the Property on the above price and terms, or on any price or terms acceptable to Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension).
   OR (2) If within ________ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
      (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
   B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 4A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
   C. In addition, Seller agrees to pay Broker: *n/a*
   D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
      (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 4A, either ☒ *3.000* percent of the purchase price, or ☐ $ ________.
      (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
   E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.
   F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: *n/a*
      (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: *n/a*
      (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

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Seller's Initials (______) (______)

Reviewed by ______ Date ______

Agent: ROB MIDDLETON Phone: (530)241-8300 Fax: (530)241-4860 Prepared using zipForm® software
Broker: HOUSE OF REALTY 1707 PLACER ST. REDDING., CA 96001

5. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: none

6. **MULTIPLE LISTING SERVICE:** All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller acknowledges that Broker is required to comply with all applicable MLS rules as a condition of entry of the listing into the MLS and Seller authorizes Broker to comply with all applicable MLS rules. MLS rules require that the listing sales price be reported to the MLS. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form).

**Information that can be excluded:**

A. **Internet Display;**
(1) Seller can instruct Broker to have the MLS not display the Property on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see information about the Property in response to their search; (2) Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see the Property's address in response to their search.

B. **Features on MLS Participant and Subscriber Websites;**
(1) Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites that display the Property listing to have (i) the ability to write comments or reviews about the Property on those sites; or (ii) the ability to hyperlink to another site containing such comments or reviews if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites. (2) Seller can instruct Broker to advise the MLS that Seller does not want MLS Participant or Subscriber Websites that display the Property listing to operate (i) an automated estimate of the market value of the Property; or (ii) have the ability to hyperlink to another site containing such automated estimate of value if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate brokers and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.

Seller acknowledges that for any of the above opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SEL or the locally required form). Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

7. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

8. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to (i) order reports and disclosures necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers. (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. **Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.**

9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

Seller's Initials (______)(______)

Reviewed by ______ Date ______

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10. **AGENCY RELATIONSHIPS:**

A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" form prior to entering into this Agreement.

B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.

C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and Buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

D. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.

E. **Confirmation:** If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.

12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

13. **SIGN:** Seller does (or if checked ☐ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.

16. **MANAGEMENT APPROVAL:** If an associate-licensee in Brok 's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve ts terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.

17. **ADDITIONAL TERMS:** ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
Subject to Bankruptcy Court approval and any overbids. Property is sold "as-is" subject to approval of buyer's inspections, if any.

18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 20A.

19. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller's Initials (______)(______)

Reviewed by ______ Date ______

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Property Address: 868 Montcest Drive Redding, CA 96003 Date: June 25, 2013

20. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 20B(2) below. Paragraph 20B(2) below applies whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES: (1) Seller and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 20B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.**

**(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in California Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.**

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Seller's Initials _____ / _____ Broker's Initials _____ / _____

**By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.**

Seller ______ R.G. Brown Bankruptcy Trustee Date ______
Address ______ City ______ State ______ Zip ______
Telephone ______ Fax ______ E-mail ______

Seller ______ Date ______
Address ______ City ______ State ______ Zip ______
Telephone ______ Fax ______ E-mail ______

Real Estate Broker (Firm) House of Realty, Inc. DRE Lic. # 00305513
By (Agent) Rob Middleton DRE Lic. # 549124 Date 06/25/2013
Address 1707 Placer Street City Redding State CA Zip 96001
Telephone (530)241-3377 Fax (530)241-4860 E-mail rob@realestate-redding.com

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Reviewed by ______ Date ______

CALIFORNIA ASSOCIATION OF REALTORS®

# SELLER'S ADVISORY

**(C.A.R. Form SA, Revised 11/11)**

Property Address: 868 Montcest Drive, Redding, CA 96003 ("Property")

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. **DISCLOSURES:**

A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. **Statutory Duties:** (For one-to-four Residential Units):

(1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.

(2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.

(3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").

(4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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Seller's Initials (______) (______)

Reviewed by ____ Date ______

Agent: ROB MIDDLETON Phone: (530)241-8300 Fax: (530)241-4860 Prepared using zipForm® software
Broker: HOUSE OF REALTY 1707 PLACER ST. REDDING., CA 96001

Property Address: 868 Montcest Drive Redding, CA 96003 Date: June 25, 2013

3. CONTRACT TERMS AND LEGAL REQUIREMENTS:

A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

B. **Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

C. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.

D. **Government Retrofit Standards:** Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.

E. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

F. **Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. MARKETING CONSIDERATIONS:

A. **Pre-Sale Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.

B. **Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.

C. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.

D. **Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS: ______________________

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller ______________________ Date ____________
Print Name R.G. Brown Bankruptcy Trustee

Seller ______________________ Date ____________
Print Name ______________________

Real Estate Broker House of Realty, Inc. By ______________________ (Agent) Rob Middleton
Address 1707 Placer Street City Redding State CA Zip 96001
Telephone (530)241-3377 Fax (530)241-4860 E-mail rob@realestate-redding.com

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Reviewed by ________ Date ________

Judge Marc L. Barreca

UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

| | | |
|---|---|---|
| IN RE: | ) | CHAPTER 7 |
| | ) | CASE NO. 10-19817 |
| ADAM GROSSMAN, | ) | |
| | ) | ORDER CONFIRMING THAT REAL PROPERTY |
| | ) | IS PROPERTY OF THE ESTATE |
| Debtor. | ) | |
| | ) | |

THIS MATTER came before the Court upon the Trustee's Motion for Order Confirming That Real Property is Property of the Estate; and Notice of Hearing (the, "Motion'). The Court considered the Motion, the Declaration of Trustee's Attorney in Support of Motion for Order Confirming That Real Property Is Property of the Estate with exhibits, the pleadings and records in the above entitled case. The Court finds that the proper notice of the Motion was given, that the real property located at 868 Montcrest Drive, Redding, California (the "Montcrest Property") is community property that was among the property of the bankruptcy estate as of the date of bankruptcy filing, that all community property as of the date of filing constitutes property of the bankruptcy estate in the above-entitled case, that the

KRIEGMAN LAW OFFICE, PLLC
600 University Street, Suite 2100
Seattle, WA 98101
(206) 903-0343

Montcrest Property is property of the bankruptcy estate pursuant to 11 U.S.C. §541(a) and other applicable law, that the order which the Court entered on May 16, 2011 (Docket No. 163, hereinafter, the "May 16th Order") that authorized the Trustee to employ Rob Middleton and the House of Realty, Inc. (collectively, "Middleton") as his real estate agents should be amended to authorize the Trustee to employ Middleton to list and sell the Montcrest Property, that the Trustee should be authorized to execute any agreements, instruments or any other documents which he deems, in his sole discretion, necessary to carry out this order and that the Motion should be granted in all respects. NOW, THEREFORE,

IT IS HEREBY ORDERED as follows;

1. The Motion is granted.

2. The Montcrest Property is property of the bankruptcy estate in the above-entitled case.

3. The May 16th Order is amended to allow the Trustee to employ Middleton to list and sell the Montcrest Property. Such employment shall be on the same terms and conditions identified in the ex parte motion for employment of Middleton (providing for a commission of 6% of the gross sale price) granted pursuant to the May 16th Order with all compensation subject to Court order upon notice to creditors and hearing.

4. The Trustee is authorized to execute any agreements, instruments or any other documents which he deems, in his sole discretion, necessary to carry out this order.

///END OF ORDER///

Presented by:

KRIEGMAN LAW OFFICE, PLLC

/s/ Bruce P. Kriegman
Bruce P. Kriegman, WSBA #14228
Attorney for Trustee

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